THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

W.P.No.17244 of 2007

Date:28.08.2007

Between:

A.Subrahmanyeswara Rao

PETITIONER

AND

The Krishna District Cooperative Central Bank Ltd. and others.

---------RESPONDENTS

ORDER:

The petitioner obtained loan from the fourth respondent-Mukkollu Primary Agricultural Cooperative Society Limited. Since the petitioner committed default in payment of the loan, the fourth respondent obtained a recovery certificate by initiating proceedings before the second respondent. On the basis of that certificate, it filed E.P.No.523/2006-2007 and thereafter, a sale notice was issued on 10.07.2007 proposing to sell the property of the petitioner, which was offered as mortgage for repayment of the loan. The petitioner challenges the steps initiated against him by the respondents. He contends that he has already cleared certain loans, which were borrowed by him and on account of adverse conditions, such as droughts and floods, he could not repay the loan.

Heard the learned counsel for the petitioner, the learned standing counsel for respondents 1 and 4 and the learned

Government Pleader for respondents 2 and 3.

The petitioner does not dispute the fact that he obtained loan from the fourth respondent, which is affiliated to the first respondent. The contentions advanced on behalf of the petitioner, at the most, convince the Court to extend the facility of instalments, having regard to the adverse circumstances faced by him.

On 14.08.2007, this Court granted an order of interim stay on condition that the petitioner deposits one-fourth of the outstanding amount. The condition has since been complied with.

The learned counsel for the petitioner submits that his client may be extended the facility of paying the balance of the amount in six monthly instalments. This request is opposed by the learned standing counsel for respondents 1 and 4.

Having regard to the facts and circumstances of the case, the writ petition is disposed of, directing that the impugned sale notice shall be kept in abeyance, on condition that the petitioner pays the balance of the amount in six monthly instalments on or before fifth of every month, commencing from September, 2007. In case, he commits default of any two consecutive instalments, it shall be open to the respondents to proceed with the sale notice. There shall be no order as to costs.

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28.08.2007

kdl